

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

OAKIWEAR OUTDOOR LLC, a Washington limited liability company,

Plaintiff,

V.

TIMBEE LLC, a Washington limited liability company; BENJAMIN BREWER and MAURA BREWER, husband and wife, and the marital community comprised thereof; and, JULIE ZIMMERMAN, individually,

## Defendants.

Case No. 3:17-cv-05202-BHS

## STIPULATED MOTION AND ORDER FOR PRELIMINARY INJUNCTION

Noting Date: March 22, 2017

## STIPULATION

On Thursday, March 16, 2017, Plaintiff Oakiwear Outdoor LLC filed a Motion for Temporary Restraining Order; Motion for Expedited Discovery; and Order to Show Cause Regarding Preliminary Injunction (*See* Dkt. No. 2); Memorandum In Support Of Motion for Temporary Restraining Order and Order to Show Cause Regarding Preliminary Injunction (*See* Dkt. No. 3); and Declaration of David Dustin In Support Of Motion for Temporary Restraining Order and Order to Show Cause Regarding Preliminary Injunction (*See* Dkt. No. 4).

**STIPULATED MOTION AND [PROPOSED] ORDER FOR  
PRELIMINARY INJUNCTION - 1**

Case No. 3:17-cv-05202-BHS

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1           The parties hereby stipulated to the entry of a preliminary injunction under  
2 FRCP 65 as follows:

3           1. The Defendants and their employees, agents or representative, shall  
4 immediately:

5           a. Retrieve and preserve all original or copies, including hard or  
6 electronic copies, of all confidential, proprietary and trade secret  
7 information belonging to the Plaintiff, including all originals, copies  
8 or electronic information or any communications, related to this  
9 Information, hereinafter referred to as “Oakiwear’s Confidential  
10 Information”;<sup>1</sup>

11           b. Return all Oakiwear Confidential Information to the Plaintiff and,  
12 once returned, destroy all such Confidential Information still in the  
13 Defendants’ possession;

14           c. Not use, share, disseminate, disclose, or misappropriate, directly or  
15 indirectly Oakiwear’s Confidential Information; and

16           d. Provide all customer lists, sales leads, or other information about the  
17 Plaintiff’s customers or potential customers within five (5) business  
18 days.

19           2. The Defendants shall not:

20           a. solicit, contact, or communicate with any of Oakiwear’s existing or  
21 prospective customers, of whom either of Defendants had any  
22 contact with prior to the end of their employment with Oakiwear,  
23 including but not limited to the following:

24           i. Buttons and Bows;

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25           <sup>1</sup> See the definition below.

- ii. CHS Northwest, Inc.;
- iii. Any customers or potential customers listed on any of Plaintiff's customer lists or documents that may be in the Defendants' current possession;
- iv. This restriction shall not include any customers who independently came into contact with Timbee through a website such as Amazon, Timbee, Zulily, Jane.com, or otherwise independently contacted Timbee.

b. Use Oakiwear's sales or marketing information for Timbee's marketing or sales.

c. Use the following manufacturer to manufacture its goods: Hangzhou Fushi Import and Export Co., Ltd.

d. Use the following importer to import its goods: Radiant Global Logistics.

e. Use any of Oakiwear's sales representative or sales groups, of whom either of Defendants had contact with prior to their end of employment with Oakiwear, to represent Timbee's products.

3. The Defendants must also, within five (5) days, provide the following discovery to Plaintiff:

- a. passwords Brewer and Zimmerman used to access Oakiwear's computer(s) or other electronic devices;
- b. username and password information to allow Oakiwear to access Oakiwear's Google analytics account or otherwise cooperate with Oakiwear to be able to allow Oakiwear to have full and exclusive access to the Google Analytics account.

1 **LANDERHOLM, P.S.**

2 /s/ Bradley W. Andersen

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10 Counsel for Plaintiff Oakiwear Outdoor  
11 LLC  
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Counsel for Defendants Timbee LLC,  
Benjamin Brewer, Maura Brewer, and  
Julie Zimmerman

STIPULATED MOTION AND [PROPOSED] ORDER FOR  
PRELIMINARY INJUNCTION - 4

Case No. 3:17-cv-05202-BHS

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## STIPULATED ORDER

In addition to the above stipulated conditions for a preliminary injunction, IT IS  
HEREBY ORDERED that Defendants Benjamin Brewer, Maura Brewer, Julie  
Zimmerman, and Timbee LLC, a Washington limited liability company, and their  
successors, employees, independent contractors, agents and assigns and all entities or  
persons acting in concert with them (“Defendants”), including but not limited to its  
agents, independent contractors, officers and employees, are hereby restrained and  
enjoined from the following acts:

1. Using, disclosing, disseminating, or misappropriating Oakiwear Outdoor LLC's Confidential Information, including but not limited to its trade secrets; sales information; profit percentages and markets; customer lists and contact information; customer invoices and pricing; margins; customer practices; customer product preferences and buying patterns; the products purchased by customers; the exact amount and type of business transactions with each customer; prospective customers and contact information; sales leads and sales pipeline; cost analysis; business and marketing plans, opportunities, ideas, and strategies; sales and market research, analysis, and data; e-mail and social-media distribution lists; templates for design of rain boots and other clothing apparel; templates for uploading products to e-commerce websites, including Amazon.com; potential discounted pricing and sales plans; current, historical, and projected volumes, costs, and other data; information concerning vendor and vendor terms.

2. The Court further orders and directs the Defendants to maintain the confidentiality of Oakiwear's Confidential Information and to preserve all hard copy and electronic documents in the Defendants' possession, custody, or control that contain Oakiwear's Confidential Information.

1           3. The Court further orders the Defendants immediately:

2           a. Retrieve and preserve all original or copies, including hard or  
3           electronic copies, of all confidential, proprietary and trade secret  
4           information belonging to the Plaintiff, including all originals,  
5           copies or electronic information or any communications, related  
6           to this Information, hereinafter referred to as "Oakiwear's  
7           Confidential Information";<sup>2</sup>

8           b. Return all Oakiwear Confidential Information to the Plaintiff and,  
9           once returned, destroy all such Confidential Information still in  
10           the Defendants' possession;

11           c. Not use, share, disseminate, disclose, or misappropriate, directly  
12           or indirectly Oakiwear's Confidential Information; and

13           d. Provide all customer lists, sales leads, or other information about  
14           the Plaintiff's customers or potential customers within five (5)  
15           business days.

16           4. The Defendants shall not:

17           a. solicit, contact, or communicate with any of Oakiwear's existing or  
18           prospective customers, of whom either of Defendants had any  
19           contact with prior to the end of their employment with Oakiwear,  
20           including but not limited to the following:

21              i. Buttons and Bows;  
22              ii. CHS Northwest, Inc.;

25           

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<sup>2</sup> See the definition above.

iii. Any customers or potential customers listed on any of Plaintiff's customer lists or documents that may be in the Defendants' current possession;

- iv. This restriction shall not include any customers who independently came into contact with Timbee through a website such as Amazon, Timbee, Zulily, Jane.com, or otherwise independently contacted Timbee.

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c. Use the following manufacturer to manufacture its goods: Hangzhou Fushi Import and Export Co., Ltd.

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e. Use any of Oakiwear's sales representative or sales groups, of whom either of Defendants had contact with prior to their end of employment with Oakiwear, to represent Timbee's products.

4. The Defendants must also, within five (5) days, provide the following discovery to Plaintiff:

a. passwords Brewer and Zimmerman used to access Oakiwear's computer(s) or other electronic devices;

b. username and password information to allow Oakiwear to access Oakiwear's Google analytics account or otherwise cooperate with Oakiwear to be able to allow Oakiwear to have full and exclusive access to the Google Analytics account.

1           5. The Court finds this preliminary injunction is being issued to prevent  
2 injury, loss, or damage to Plaintiff.

3           6. The Court orders that Plaintiff shall not be required to post a bond  
4 pursuant to F.R.C.P. 65.

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6           ENTERED this 22<sup>nd</sup> day of March, 2017.

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BENJAMIN H. SETTLE  
United States District Judge

STIPULATED MOTION AND [PROPOSED] ORDER FOR  
PRELIMINARY INJUNCTION - 8

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